



## INVITATION TO BID NUMBER SEF-1531

**RETURN THIS BID TO THE ISSUING OFFICE AT:**

Department of Transportation and Public Facilities  
HQ State Equipment Fleet  
2200 E. 42<sup>nd</sup> Avenue  
Anchorage, AK 99507

**ITB TITLE:** Truck Mounted Live Fish Transport **DATE ISSUED:** May 13, 2010

**BID OPENING:** June 24, 2010 @ 2:30 PM

**MANDATORY WORKSHOP:** May 27, 2010 @ 9:00 AM

**PROCUREMENT OFFICER:** Abby Breshears

**SIGNATURE:** On Original

**E-MAIL:** alberta.breshears@alaska.gov

**PHONE:** (907) 269-0791

### THIS IS NOT AN ORDER

**SEALED BIDS MUST BE SUBMITTED TO THE STATE EQUIPMENT FLEET PRIOR TO BID OPENING AT WHICH THEY WILL BE PUBLICLY OPENED.**

**IMPORTANT NOTICE:** If you received this solicitation from the State's "Online Public Notice" web site, you must register with the Procurement Officer listed on this document to receive subsequent amendments. Failure to contact the Procurement Officer may result in the rejection of your offer.

**BIDDER'S NOTICE:** By signature on this form, the bidder certifies that:

- (1) the bidder has a valid Alaska business license, submits a bid under the name as appearing on the person's current Alaska business license and has written the license number below or has submitted one of the following forms of evidence of an Alaska business license with the bid:
  - a canceled check for the business license fee;
  - a copy of the business license application with a receipt date stamp from the State's business license office;
  - a receipt from the State's business license office for the license fee;
  - a copy of the bidder's valid business license;
  - a sworn notarized affidavit that the bidder has applied and paid for a business license;
- (2) the price(s) submitted was arrived at independently and without collusion and that the bidder is complying with:
  - the laws of the State of Alaska;
  - the applicable portion of the Federal Civil Rights Act of 1964;
  - the Equal Employment Opportunity Act and the regulations issued thereunder by the State and Federal Government;
  - all terms and conditions set out in this Invitation to Bid (ITB).

If a bidder fails to comply with (1) at the time designated in the ITB for opening the State will reject the bid. If a bidder fails to comply with (2) of this paragraph, the State may reject the bid, terminate the contract, or consider the contractor in default. Bids must be submitted under the name as appearing on the person's current Alaska business license in order to be considered responsive.

If a contract award is made by the State of Alaska, the undersigned offers and agrees to furnish materials, equipment and services in compliance with all terms and conditions specified in ITB/Contract. Submittal of this document with authorized signature constitutes full understanding and a promise to comply with all specifications, terms and conditions of ITB/Contract.

### TO BE COMPLETED BY BIDDER:

COMPANY SUBMITTING BID

ADDRESS

ALASKA BUSINESS LICENSE  
NO:

AUTHORIZED SIGNATURE

CITY, STATE, ZIP

PRINTED NAME

PHONE/FAX

DOES YOUR BUSINESS  
QUALIFY FOR THE ALASKA  
BIDDER'S PREFERENCE?

DATE

E-MAIL ADDRESS

[ ] YES [ ] NO

**SECTION I**  
**SPECIAL TERMS AND CONDITIONS**

NOTE: This section will be used for Terms and Conditions that are "special" and/or unique to a particular ITB. The paragraphs in this section may change from bid to bid. Accordingly, bidders must review this section to insure compliance.

**1.0 CONTRACT INTENT:** This invitation to bid (ITB) is intended to result in the purchase of:

- 1.1 Intent: (1) ONE EACH TRUCK MOUNTED LIVE FISH TRANSPORT SYSTEM
- 1.2 Location of Use: Anchorage, Alaska
- 1.3 Dealer warranty locations, at a minimum: Anchorage, Alaska

**2.0 DELIVERY:**

- 2.1 **Pre-delivery service:** Prior to delivery, each vehicle, piece of equipment or attachment shall be serviced and inspected by the dealer or his agent. Inspection must include the following (as applicable to the type of equipment):
  - 2.1.1 Dealer and vehicle identification.
  - 2.1.2 Check-off of service and inspection performed including a list of all fluids including type weight and specification that are in the equipment as delivered for all fluid compartments.
  - 2.1.3 The vehicle's crankcase, differential and transmission, and other fluid compartments shall be filled to the manufacturer's recommended capacity.
  - 2.1.4 Fuel tank shall be filled to at least register a minimum ¼ full on the fuel gauge, unless restricted by the commercial carrier, when the vehicle arrives at the delivery location.
  - 2.1.5 The vehicle shall be clean and free from defects when delivered and should be ready for immediate and continued use upon delivery.
  - 2.1.6 Units delivered in an incomplete state, or which have deficiencies per the specification, are subject to the damage charges as noted in paragraph 4.0 below.
- 2.2 **Delivery Receipt:**
  - 2.2.1 A delivery receipt will be required. The receipt must be filled out by the vendor, and acknowledged by state receiving personnel by signature and date of actual receipt of equipment. One copy of this delivery receipt is to be given to the state-receiving agency.
  - 2.2.2 Vendors are cautioned and advised that such delivery forms or other receiving type documents will not in any way be construed to mean the state has formally and fully accepted unit(s) referenced thereon as complete and meeting every specification set forth. Only the Contracting Officer or designee may sign warranty documentation.

**3.0 LINE SHEETS/BILL OF MATERIALS:**

- 3.1 It is required within 30 days after delivery that the successful bidder provides a comprehensive listing of all components used to assemble the unit.
- 3.2 This includes any components installed by the manufacturer or any subcontractor or the successful bidder.
- 3.3 Information will include at a minimum, when available, make, model serial number on items such as engines, transmissions, axles, tires, bodies, etc. The listings will be specific to each piece of equipment and will be provided on an individual CD for each unit delivered.
- 3.4 A minimum of two (2) CD's per unit are to be provided and marked with the make, model, and last main numbers of the units serial number or State PO number.

**4.0 F.O.B. POINT:**

- 4.1 The F.O.B. point is as listed in Section IV, Bid Schedule. Ownership of and title will remain with the contractor until delivery is complete to final destination and accepted by the State.

## 5.0 DAMAGES FOR LATE DELIVERY AND NON-CONFORMING GOODS:

- 5.1 Time is of the essence in this contract. The Bidder is expected to deliver goods that conform in all material respects to the contract specifications on or before the date provided therein, as may be amended by written agreement of the parties.
- 5.2 In the event that the equipment is delivered late or does not conform to the contract specifications, the State shall be entitled to offset against the Contract Price, as liquidated damages and not as a penalty, an amount equal to the cost of renting like equipment, multiplied by the number of calendar days elapsing between the delivery date provided in the bid schedule and the delivery date to the State. In the case of a truck of this class, that daily rental fee is determined to be \$250.00. The number of days for which liquidated damages shall apply shall include, in the case of non-conforming goods, the time reasonably necessary for the State to perform inspection.
- 5.3 These liquidated damages represent a reasonable estimate of amounts necessary to compensate the State for loss of use of the goods during the period in which the goods would have been available to the State if conforming goods had been timely delivered.

## 6.0 WARRANTY:

- 6.1 **Standard Warranty Package:** Unless otherwise stipulated by this ITB, the successful bidder will provide a one-year (12-month) warranty.
  - 6.1.1.1 Full (100%) Parts and Labor Warranty Coverage of all components for 12 months (year one), from the date the unit is placed in service at the assigned location.
  - 6.1.1.2 Full (100%) Warranty Coverage includes all cost of labor, parts, freight, lubricants, miscellaneous cost, etc., to place the unit in like-new condition.
  - 6.1.2 Should the manufacturer's standard warranty exceed the minimum State warranty requirements, the manufacturer's warranty will run in conjunction with and enhance the State's warranty, then continue for the remainder of its term.
  - 6.1.3 For clarification, warranty does not apply to normal wear and tear or maintenance items, accident damages, misuse of equipment or failure to operate or maintain equipment as prescribed by vendor/manufacture.
  - 6.1.4 Warranty on Attachments: Same as Standard Warranty Package.
  - 6.1.5 In-Service Date: Warranty on vehicles not placed in service immediately upon receipt because of time lag to construct body components and/or installation of special equipment, or due to seasonal usage or other delay, shall be warranted from the date the vehicle is placed in service. The receiving agency shall notify the vendor/manufacture in writing of the actual "in service" date. Notification of the requirement for delayed warranty will be provided on delivery orders whenever possible.
- 6.2 **Warranty Claims:**
  - 6.2.1 Warranty will be provided at the unit's assigned (in-service) location. Because of the remote location of some equipment it is not always practical to deliver equipment to authorized warranty repair facilities. In these cases, the vendor may perform warranty work at the state's location or, the State of Alaska, at its discretion, reserves the right to perform the warranty work and be reimbursed by the vendor. If travel is required by State personnel to perform the work, actual costs will be used for reimbursement.
  - 6.2.2 The State of Alaska has established a warranty procedure whereby the vendor is to be notified via letter, email, or fax, that warranty work needs to be performed. If time is of the essence, a telephone call confirmed by one of the above written procedures may be utilized.
  - 6.2.3 The vendor must notify the state within 24 hours of verbal or written notification that it will begin to perform the warranty work at the equipment location.
  - 6.2.4 The State may, at its discretion, proceed to make warranty repairs with its own work force in the case of emergency situation or to preclude excessive downtime (greater than 24 hours). The State will require a PO to perform the warranty work.

- 6.2.5 Failure to notify the State that the vendor intends to begin to perform warranty is considered a contractual breach.
- 6.2.6 The vendor will be invoiced for required warranty work performed by the state. The shop rate to be charged for warranty work performed by the state will be \$88.00 per hour. Actual repair time will be used.
- 6.3 **Warranty Performed by Vendor:**
- 6.3.1 The State will reimburse travel costs not reimbursed by the manufacturer for travel to and from the bidder's closest warranty service center within the State of Alaska to the location of the equipment under warranty. Travel costs will be billed as follows
- 6.3.1.1 Mileage Charge: Mileage will only be reimbursed for travel within Alaska at the rate allowable by the IRS.
- 6.3.1.2 Meals are paid at actual and charges must be accompanied by receipts and are not to exceed the State authorized **\$60.00** per day.
- 6.3.1.3 Transportation, such as airfare, shall be reimbursed at actual and all charges are to be accompanied by a receipt/copy of the coach ticket.
- 6.3.1.4 Lodging shall be reimbursed at actual and shall not exceed **\$150.00** per night unless no other lodging is available. Requests for reimbursement must be accompanied by a receipt.
- 6.3.2 Travel will only be reimbursed for time in Alaska.
- 6.3.3 After hours, weekend and holiday travel must be approved by the contracting officer to be considered for reimbursement. The State will not pay for weather delays.
- 6.4 **Authorized Warranty Dealer (Contractor) and Subcontractor:**
- 6.4.1 The use of a subcontractor does not exclude any provisions as listed in this ITB, as requirements to the contractor.
- 6.4.2 Contractor must have the capability of providing warranty servicing and repair work within the State of Alaska with an authorized warranty repair facility in Anchorage, as a minimum.
- 6.4.3 The ultimate responsibility for warranty lies with the contractor (bidder).
- 6.4.4 The State reserves the right to inspect the warranty facility prior to issuing the Notice of Intent to Award a contract.
- 6.5 **Factory Recall:**
- 6.5.1 Nationwide factory recall or product update programs are the responsibility of the vendor and/or manufacturer. The State will attempt to bring affected equipment to an authorized repair facility. However, because of the remoteness of some equipment this is not always practicable or economical. In such cases, factory recall and modification work will be handled the same as warranty work. Factory recall notices sent to the state should, in addition to serial number, include model, year, and dealer.

## **7.0 REPAIR ORDERS AND DOCUMENTATION:**

- 7.1 Any work performed by the contractor or approved subcontractor, whether warranty or any other work on a piece of equipment purchased under this ITB, will require a copy of the repair order, any invoices showing parts and commodities including oils and types used.

## **8.0 PUBLICATIONS:**

- 8.1 Paper publications are to be received by the State of Alaska no later than 10 days after receipt of the unit. Custom manuals may be delivered no later than 90 days after receipt of the unit. Delivery will not be considered complete until the publications for each unit have been received by the State of Alaska. Note: Publications, when required, will be ordered on the same Purchase Order as the unit itself.
- 8.1.1 All paper manuals are to be pre-assembled in factory binders prior to delivery.
- 8.1.2 Website or CD-s are acceptable in lieu of paper manuals.

**8.2 Service Manuals:**

- 8.2.1 Complete set(s) to include applicable information covering prime unit and attachments:
- 8.2.2 Body, chassis, and electrical
- 8.2.3 Engine, transmission, and differential(s) (service and rebuild)
- 8.2.4 Electrical and vacuum troubleshooting
- 8.2.5 Wiring diagrams
- 8.2.6 Service specifications
- 8.2.7 Engine/emission diagnosis

**8.3 Parts Manuals:**

- 8.3.1 Complete set(s) including all updates. If updates are not provided during the warranty period, the State may order them from the manufacturer and bill the contractor for the full cost, including shipping.
- 8.3.2 Parts manuals are to be customized by serial number.

**8.4 Operator's Manuals:** Complete set(s) to include prime unit and attachments.

**8.5 Quantities:** As per Section IV – Bid Price Schedule.

**8.6 Manuals:** To be delivered to, and receipt signed by person(s) as noted on the Purchase Order.

**8.7 Service Bulletins, Etc.:** The successful bidder must provide appropriate service bulletins, technical support bulletins, service letters, product support bulletins, and/or any other information type notifications that are sent out to the vendor or used by the manufacturer in the maintenance and report of the vehicle, equipment or attachments being provided. The intent of this clause is that the State of Alaska be provided notification of any and all changes or improvements that may affect the maintenance, reliability, longevity, and safety of our equipment. This information will be provided as soon as possible to person(s) as noted on the Purchase Order.

**9.0 STATEMENT OF ORIGIN:** The bidder will be required to furnish a Manufacturer's Statement of Origin for Automotive or Non-Automotive rolling stock for each unit. All such documents shall be forwarded to:

DOT&PF, HQ State Equipment Fleet  
2200 E. 42<sup>nd</sup> Avenue Room #316  
Anchorage, Alaska 99508

**10.0 WEIGHT VERIFICATION SLIPS:** If required in the Bid Price Schedule, a weight scale ticket of the completed unit will be included with the Statement of Origin.

**11.0 INSPECTIONS:**

- 11.1 The State's inspection of all materials and equipment upon delivery is for the sole purpose of identification. Such inspection shall not be construed as final or as acceptance of the materials or equipment if materials or equipment do not conform to Contract requirements. If there are any apparent defects in the materials or equipment at the time of delivery, the State will promptly notify the Contractor thereof. Without limiting any other rights of the State, The State at its option, may require the Contractor to:
  - 11.1.1 Repair or replace at Contractor's expense, any or all of the damaged goods,
  - 11.1.2 refund the price of any or all of the damaged goods, or
  - 11.1.3 accept the return of any or all of the damaged goods.
- 11.2 Costs of remedying all defects, indirect and consequential costs of correcting same, and/or removing or replacing any or all of the defective materials or equipment will be charged against the Bidder.

**12.0 PRICE:**

- 12.1 **Price Guarantee:** The Contractor is responsible to maintain prices under the contract firm for 90 days after bid opening. All price increases or decreases must remain firm for the following 90 days.
- 12.2 **NO RETROACTIVE PRICE INCREASES WILL BE ACCEPTED.**

**13.0 MANUFACTURER'S REBATE (INCENTIVES):** In any circumstance during or prior to completion of the contract, whereupon the State of Alaska becomes eligible to receive a rebate for any vehicle purchased under this contract, it shall be the BIDDER'S responsibility to inform the Contracting officer in writing and to advise the procedures for obtaining such rebates.

**14.0 REPLACEMENT PARTS:**

- 14.1 The State of Alaska shall expect the dealer or manufacturer to provide replacement wear parts at their authorized warranty facilities for the entire warranty period within seven (7) days of order. All other parts must be available within ten (10) working days.
- 14.2 Back order procedures: Back orders are acceptable; however, the ordering shop shall be appraised at time of original orders as to the expected delay in delivery.
- 14.3 Warranty: All products supplied by the contractor shall be warranted against defects in materials and workmanship for a minimum of 90 days, commencing at the time of installation as long as the installation is within 12 months of purchase. The cost of any defective product and the labor required to replace the defective product shall be the obligation of the contractor.
  - 14.3.1 If the manufacturer's warranty exceeds the stated warranty then manufacturer's warranty supersedes.
  - 14.3.2 Parts Return: Within 12 months of purchase, the State is to be allowed to return new, parts with full refund, less shipping charges.
  - 14.3.3 Invoicing: Full description of item is required on all invoices, packing lists and billings.

**SECTION II  
STANDARD TERMS AND CONDITIONS**

- 1.0 INVITATION TO BID (ITB) REVIEW:** Bidders shall carefully review this ITB for defects and questionable or objectionable material. Bidders' comments concerning defects and questionable or objectionable material in the ITB must be made in writing and received by the purchasing authority at least ten (10) days before the bid opening date. This will allow time for an amendment to be issued if one is required. It will also help prevent the opening of a defective bid, upon which award cannot be made, and the resultant exposure of bidders' prices. Bidders' original comments should be sent to the purchasing authority listed on the front of this ITB.
- 2.0 BID FORMS:** Bidders shall use this bid and attached forms when submitting bids. A photocopied bid may be submitted.
- 3.0 SUBMITTING BIDS:** Envelopes containing bids must be sealed, marked, and addressed as shown in the example below. Do not put the ITB number and opening date on the envelope of a request for bid information. Envelopes with ITB numbers annotated on the outside will not be opened until the scheduled bid opening.

<b>Bidder's Return Address</b>	<b>STAMP</b>
<b>Department of Transportation &amp; Public Facilities HQ State Equipment Fleet 2200 E. 42<sup>nd</sup> Avenue, Room #316 Anchorage, AK 99508</b>	
<b>Bid No.: SEF- _____</b> <b>Opening Date: _____</b>	

- 4.0 FORMAL WORKSHOP: (Attendance is Mandatory IF a workshop is scheduled)**
- The Formal Workshop (Pre-Bid) is to discuss with prospective bidders the "draft" Invitation to Bid (ITB). The formal workshop is the only opportunity for prospective bidders, manufacturers and other interested parties, in a conference setting, to discuss Standard Terms and Conditions, Special Terms and Conditions, Specifications, and to provide clarification as needed for this ITB. **All bidders (a representative from the bidding company) must attend in person or by teleconference in order to bid.**
- Formal workshops are for information only. Any statements made at formal workshops will not be official until verified in the "final" ITB. Participation by teleconference may be possible by making arrangements with the SEF Contracting Office in advance.
- 5.0 TIMELINESS OF BID:** Sealed bids must be received and time-stamped by the Procurement Office prior to the time set for receipt of bids. Bids received after bid-closing time will not be considered. Bidders must ensure that their bid and any amendments requiring signature are delivered prior to the scheduled bid opening time. **LATE BIDS WILL NOT BE ACCEPTED.**
- 6.0 FILING A PROTEST:** A bidder may protest the award of a contract or the proposed award of a contract for supplies, services, or professional services. The protest must be filed in writing and include the following information: (1) the name, address, and telephone number of the protester; (2) the signature of the protester or the protester's representative; (3) identification of the contracting agency and the solicitation or contract at issue; (4) a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and (5) the form of relief requested. Protests will be treated in accordance with Alaska Statutes (AS)36.30.560-36.30.610.
- 7.0 AUTHORITY:** This ITB is written in accordance with AS 36.30 and 2 AAC 12.
- 8.0 COMPLIANCE:** In the performance of a contract that results from this ITB, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws; and be liable for all required insurance, licenses, permits and bonds; and pay all applicable federal, state, and borough taxes.

- 9.0 FIRM OFFER:** For the purpose of award, offers made in accordance with this ITB must be good and firm for a period of ninety (90) days from the date of bid opening.
- 10.0 EXTENSION OF PRICES:** In case of error in the extension of prices in the bid, the unit prices will govern; in a lot bid, the lot prices will govern.
- 11.0 BID PREPARATION COSTS:** The State is not liable for any costs incurred by the bidder in bid preparation.
- 12.0 CONSOLIDATION OF AWARDS:** Due to high administrative costs associated with processing of purchase orders, a single low bid of \$50 or less may, at the discretion of the State, be awarded to the next low bidder receiving other awards for consolidation purposes. This paragraph is not subject to the protest terms enumerated in "INSTRUCTION TO BIDDERS", "FILING A PROTEST" above.
- 13.0 CONTRACT FUNDING:** Bidders are advised that funds are available for the initial purchase and/or the first term of the contract. Payment and performance obligations for succeeding purchases and/or additional terms of the contract are subject to the availability and appropriation of funds.
- 14.0 CONFLICT OF INTEREST:** An officer or employee of the State of Alaska may not seek to acquire, be a party to, or possess a financial interest in, this contract if (1) the officer or employee is an employee of the administrative unit that supervises the award of this contract; or (2) the officer or employee has the power to take or withhold official action so as to affect the award or execution of the contract.
- 15.0 ASSIGNMENT(S):** Assignment of rights, duties, or payments under a contract resulting from this ITB is not permitted unless authorized in writing by the State of Alaska, Department of Administration, Division of General Services. Bids that are conditioned upon the State's approval of an assignment will be rejected as nonresponsive.
- 16.0 SUBCONTRACTOR(S):** Within five (5) working days of notice, the apparent low bidder must submit a list of the subcontractors that will be used in the performance of the contract. The list must include the name of each subcontractor and the location of the place of business for each subcontractor and evidence of each subcontractor's valid Alaska business license. Subcontractors can only be changed per AS 36.30.115 (b).
- 17.0 FORCE MAJEURE:** (Impossibility to perform) The contractor is not liable for the consequences of any failure to perform, or default in performing, any of its obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the contractor. For the purposes of this Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.
- 18.0 LATE BIDS:** Late bids are bids received after the time and date set for receipt of the bids. Late bids will not be accepted.
- 19.0 CONTRACT EXTENSION:** Unless otherwise provided in this ITB, the State and the successful bidder/contractor agree: (1) that any holding over of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect and (2) to provide written notice to the other party of the intent to cancel such month-to-month extension at least thirty (30) days before the desired date of cancellation.
- 20.0 DEFAULT:** In case of default by the contractor, for any reason whatsoever, the State of Alaska may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law or equity.
- 21.0 DISPUTES:** Any dispute arising out of this agreement shall be resolved under the laws of Alaska. Any appeal of an administrative order or any original action to enforce any provision of this agreement or to obtain any relief from or remedy in connection with this agreement may be brought only in the superior court for the State of Alaska.



- 22.0 CONSUMER ELECTRICAL PRODUCT:** AS 45.45.910 requires that "...a person may not sell, offer to sell, or otherwise transfer in the course of the person's business a consumer electrical product that is manufactured after August 14, 1990, unless the product is clearly marked as being listed by an approved third party certification program." Electrical consumer products manufactured before August 14, 1990, must either be clearly marked as being third party certified or be marked with a warning label that complies with AS 45.45.910(e). Even exempted electrical products must be marked with the warning label. By signature on this bid the bidder certifies that the product offered is in compliance with the law. A list of approved third party certifiers, warning labels and additional information is available from: Department of Labor and Workforce Development, Labor Standards & Safety Division, Mechanical Inspection Section, P.O. Box 107020, Anchorage, Alaska 99510-7020, (907)269-4925.
- 23.0 SEVERABILITY:** If any provision of the contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.
- 24.0 ORDER DOCUMENTS:** Except as specifically allowed under this ITB, an ordering agency will not sign any vendor contract. The State is not bound by a vendor contract signed by a person who is not specifically authorized to sign for the State under this ITB. The State of Alaska Purchase Order, Contract Award and Delivery Order are the only order documents that may be used to place orders against the contract(s) resulting from this ITB.
- 25.0 BILLING INSTRUCTIONS:** Invoices must be billed to the ordering agency's address shown on the individual Purchase Order, Contract Award or Delivery Order, not to the Division of General Services. The ordering agency will make payment after it receives the merchandise or service and the invoice. Questions concerning payment must be addressed to the ordering agency.
- 26.0 CONTINUING OBLIGATION OF CONTRACTOR:** Notwithstanding the expiration date of a contract resulting from this ITB, the contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance and parts availability requirements have completely expired.
- 29.0 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES:** At the time the bids are opened, all bidders must hold a valid Alaska business license and any necessary applicable professional licenses required by Alaska Statute. Bids must be submitted under the name as appearing on the person's current Alaska business license in order to be considered responsive. Bidders should contact the Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, P. O. Box 110806, Juneau, Alaska 99811-0806, for information on these licenses. Bidders must submit evidence of a valid Alaska business license with the bid.

You are not required to hold a valid Alaska business license at the time bids are opened if you possess one of the following licenses and are offering services or supplies under that specific line of business:

- fisheries business licenses issued by Alaska Department of Revenue or Alaska Department of Fish and Game,
- liquor licenses issued by Alaska Department of Revenue for alcohol sales only,
- insurance licenses issued by Alaska Department of Commerce, Community and Economic Development, Division of Insurance, or
- Mining licenses issued by Alaska Department of Revenue.

- 27.0 ALASKAN BIDDER'S PREFERENCE:** Award will be made to the lowest responsive and responsible bidder after an Alaskan bidder's preference of five percent (5%) has been applied. The preference will be given to a person who: (1) holds a current Alaska business license; (2) submits a bid for goods or services under the name on the Alaska business license; (3) has maintained a place of business within the state staffed by the bidder, or an employee of the bidder, for a period of six months immediately preceding the date of the bid; (4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.05 or AS 32.11 and all partners are residents of the state; and, (5) if a joint venture, is composed entirely of venturers that qualify under (1) - (4) of this subsection. AS 36.30.170(b).
- 28.0 USE OF LOCAL FOREST PRODUCTS:** In a project financed by state money in which the use of timber, lumber and manufactured lumber is required, only timber, lumber and manufactured lumber products originating in this state shall be used unless the use of those products has been determined to be impractical, in accordance with AS 36.15.010.

- 29.0 LOCAL AGRICULTURAL AND FISHERIES PRODUCTS PREFERENCE:** When agricultural, dairy, timber, lumber, or fisheries products are purchased using state money, only those products harvested in Alaska, or in the case of fisheries products harvested or processed within the jurisdiction of Alaska, will be purchased, provided they are available, of comparable quality, and priced no more than seven percent (7%) higher than products harvested outside the state, or in the case of fisheries products harvested or processed outside the jurisdiction of the state, in accordance with AS 36.15.050.
- 30.0 ALASKA PRODUCT PREFERENCE:** A bidder that designates the use of an Alaska Product which meets the requirements of the ITB specification and is designated as a Class I, Class II or Class III Alaska Product by the Department of Community & Economic Development shall receive a preference in the bid evaluation in accordance with AS 36.30.332 and 3 AAC 92.010.
- 31.0 EMPLOYMENT PROGRAM PREFERENCE:** If a bidder qualifies for the Alaskan bidder's preference, under AS 36.30.170(b), and is offering goods or services through an employment program, as defined under 36.30.990(10), and is the lowest responsive and responsible bidder with a bid that is no more than fifteen percent (15%) higher than the lowest bid, the procurement officer will make the award to that bidder, in accordance with AS 36.30.170(c) and 2 AAC 12.050.
- 32.0 ALASKANS WITH DISABILITIES PREFERENCE:** If a bidder qualifies for the Alaskan bidder's preference, under AS 36.30.170(b), is a qualifying entity as defined in AS 36.30.170(e) and (j), and is the lowest responsive and responsible bidder with a bid that is no more than ten percent (10%) higher than the lowest bid, the procurement officer will make the award to that bidder, in accordance with AS 36.30.170(e).
- 33.0 EMPLOYERS OF PEOPLE WITH DISABILITIES PREFERENCE:** If a bidder qualifies for the Alaskan bidder's preference, under AS 36.30.170(b), and, at the time the bid is submitted, employs a staff that is made up of fifty percent (50%) or more people with disabilities, as defined in AS 36.30.170(j), and submits a responsive and responsible bid that is no more than ten percent (10%) higher than the lowest responsive and responsible bid, the procurement officer will make the award to that bidder, in accordance with AS 36.30.170(f).
- 34.0 PREFERENCE QUALIFICATION LETTER:** Regarding preferences 5, 6, and 7 above, the Division of Vocational Rehabilitation in the Department of Labor and Workforce Development maintains lists of Alaskan; [1] employment programs that qualify for preference, [2] individuals who qualify for preference as Alaskan's with disabilities, and, [3] employers who qualify for preference as employers of people with disabilities. In accordance with AS 36.30.170(j), in order to qualify for one of these preferences, a bidder must add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, a bidder must have sold supplies of the general nature solicited to other state agencies, governments, or the general public.
- 35.0** As evidence of an individual's or a business' right to a certain preference, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of the preferences 5, 6, or 7 above, an individual or business must be on the appropriate Division of Vocational Rehabilitation list, at the time the bid is opened, and must provide the procurement officer a copy of their certification letter. Bidders must attach a copy of their certification letter to their bid. The bidder's failure to provide the certification letter mentioned above, with their bid, will cause the State to disallow the preference.
- 36.0 METHOD OF AWARD:**
- 36.1 DOT/PF is required by law to award "to the lowest responsible and responsive bidder whose bid conforms in all MATERIAL respects to the requirements and criteria set out in the invitation to bid." AS 36.30.170.
- 36.2 All specifications in this ITB are important and bidders should carefully address each item. Deviation from a specification MAY result in rejection of a bid at the discretion of the Contracting Officer if the deviation is material. A material deviation is one that is significantly different from an essential aspect of a specification.
- 36.3 The Contracting Officer may be justified in accepting a non-material deviation - it will be determined upon the facts, circumstances, and the proposal in the bid. If a bid deviation has a negligible effect on price, quality, performance, delivery or contract conditions, it is not material and may be waived or corrected by the Contracting Officer. The State reserves the right to waive minor informalities or technical defects, which are not material, when such waiver is in the best interest of the State.
- 36.4 Nothing in this section shall be construed as depriving the State of its discretion in the matter of determining the lowest responsible bidder.

- 36.5 A Notice of Intent to Award (ITA) will be issued for all solicitations in accordance with regulations. The notice of intent to award does not constitute a formal award of a contract. Formal award is achieved through execution of the "Offer and Contract Award" section of the Invitation to Bid.

### **37.0 BID FORMAT:**

- 37.1 Bid submitted must contain, as a minimum:
- 37.1.1 COVER PAGE
  - 37.1.2 BID PRICE SCHEDULE.
  - 37.1.3 ASTERISKED (\*) ITEM PAGES ONLY (AND/OR) LETTER OF CLARIFICATION ADDRESSING ASTERISKED (\*) ITEMS.
  - 37.1.4 All pertinent amendments.
- 37.2 Failure to return all of the pages listed above will cause your bid to be rejected.
- 37.3 Bids must conform to the requirements of the Invitation to Bid or Request for Proposal. All necessary attachments (bid bonds, references, descriptive literature, etc.) must be submitted with the bid and in the required format. Failure to comply with all requirements shall result in a non-responsive bid.
- 37.4 Faxed or e-mail transmitted bids ARE NOT ACCEPTED.

**38.0 SIGNATURE ON BID:** AN OFFICIAL OF THE BIDDING ORGANIZATION authorized to bind the bidder to its provisions MUST SIGN THE BID IN INK. Signature certifies that the bidder has read and fully understands and agrees to all bid specifications, terms and conditions.

### **39.0 PRODUCT LITERATURE:**

- 39.1 **ANNOTATED LITERATURE:** Bidders must annotate their product literature to identify for the State the location of the supporting information regarding each product specification set out in this ITB. A bidder's failure to comply with this clause, within the time set by the State, will cause the State to consider the offer non-responsive and reject the bid.
- 39.2 Product brochures, descriptive literature and other supporting documentation may be required in some solicitations. Descriptive literature is for the purpose of providing a reference to the product offered. While it is not practicable to require documentation to support every single item of a specification, it is sometimes necessary to require the bidder to provide product literature that will help the Contracting officer to determine the bidder's compliance with important specifications.
- 39.3 Requirements for product literature will vary from bid to bid. Certain specification items may be marked with an asterisk (\*) indicating that descriptive literature or supporting documentation (such as a letter of clarification) will be required.
- 39.4 When product literature is required by the ITB, please provide a minimum of one (1) complete set to aid in bid review and evaluation.
- 39.5 Failure to provide product literature or brochures when required WILL result in your bid being deemed non-responsive.
- 39.6 A bidder's signature on the contract offer and award is taken as a promise to comply with the ITB specifications. In case of a difference between the literature and the specifications, the specifications will govern.
- 39.7 The State does not honor disclaimer statements often evident in manufacturer's published specification sheets or brochures. Such disclaimers will not release the successful bidder from providing the specified item, at the time of acceptance by the State.

### **40.0 CLARIFICATION OF OFFER:**

- 40.1 A letter of clarification is required to explain any deviations from terms, conditions, or specifications of this ITB. Offers exceeding ITB specifications are regarded as deviations and should be clarified.
- 40.2 In order to prevent technical errors, following each asterisked is space that shall be used to address all of the asterisked items. It is **mandatory** that a letter of clarification or the space behind the asterisked items be used to supply the required information.

- 40.3 When using a letter of clarification, or the space provided within the ITB, to address an asterisked (\*) item, the statement must indicate specifically what is being provided. Do not include statements such as "Complies to Spec", or "Meets or Exceeds Specifications". This will be considered a non-responsive response.
- 40.4 Letters of Clarification are to be on company (Bidder's) letterhead and be signed. The only information in the Letters of Clarification should be the explanation(s) of deviation(s) and/or responses to asterisked (\*) items. Asterisked (\*) item explanations should refer to that particular specification item number.
- 40.5 Letters of disclosure and clarification must be made part of the sealed bid.
- 41.0 PRODUCT IDENTIFICATION:** Bidders must clearly identify all products bid. Brand name and model or number must be shown for the prime unit as well as attachments where applicable. The State reserves the right to reject any bid when the product information submitted with the bid is incomplete and/or is not easily ascertainable from the bid documents or through independent verification.
- 42.0 PRODUCT EQUIVALENT SUBSTITUTION:** Bidders may submit bids for substantially equivalent products unless the Invitation to Bid provides that a specific brand is necessary because of compatibility requirements. In those instances where the ITB specifies "a name brand or State approved equivalent", bidders must request approval of a product equivalent substitution NO LATER THAN 10 days prior to the bid opening date. A written response will be provided by the Contracting Officer.
- 43.0 BRAND AND MODEL OFFERED:** Unless otherwise specified, when brand names and model numbers are used to specify the type and quality of the goods desired, bidders must clearly indicate the brand names and model numbers they intend to provide. The bidder's failure to identify the brand and model offered will cause the State to consider the offer non-responsive and reject the bid.
- 44.0 BID MODIFICATION:**
- 44.1 Modifications or erasures made before bid submission should be initialed in ink by the person signing the bid. A bid may be rejected if it contains a material alteration or erasure, which is not initialed by the signer of the bid and the intent of the bidder, is not reasonably ascertainable from the bid as submitted.
- 44.2 Bids, once submitted, may be modified in writing before the time and date set for bid opening. Any modifications shall be prepared on company letterhead, signed by an authorized representative, and state that the new document supersedes or modifies the prior bid. Modification must be submitted in a sealed envelope clearly marked "Bid Modification" and identifying the bid number and closing date and time. Bidders may not modify bids after bid opening time.
- 45.0 BID WITHDRAWALS:** Bids may be withdrawn in writing on company letterhead signed by an authorized representative and received by the Procurement Office prior to bid closing time. Bids may also be withdrawn in person before bid opening time upon presentation of appropriate identification.
- 46.0 NON-RESPONSIVE BIDS:**
- 46.1 Bids will be considered non-responsive and shall be rejected for the following:
- 46.1.1 Failure to sign the bid.
- 46.1.2 Failure to submit the bid at the place and time required in the solicitation.
- 46.1.3 Failure to have a valid Alaska Business License at the time of bid opening.
- 46.1.4 Failure to acknowledge amendments requiring signature.
- 46.1.5 Failure to provide product literature, brochures, or a letter of clarification, when specifically required by the Invitation to Bid.
- 46.1.6 Bids which specify "Offered Delivery Time" in excess of "Required Delivery" number of calendar days after the receipt of an order.
- 47.0 CERTIFICATION OF COMPLIANCE WITH AMERICAN'S WITH DISABILITIES ACT OF 1990:**
- 47.1 By signature of their bid/proposal the bidder/proposer certifies that they comply with the American's with Disabilities Act of 1990 and the regulations issued there under by the federal government.

- 47.2 Services or activities furnished to the general public on behalf of the State must be fully accessible. This is intended to ensure that agencies are in accordance with 28 CFR Part 35 Section 35.130 and that services, programs or activities furnished to the public through a contract do not subject qualified individuals with a disability to discrimination based on the disability.
- 48.0 ACCESSORIES:** When accessories are supplied, they must be certified to be compatible with the rest of the equipment. Certification will be written evidence satisfactory to the State that the accessories are compatible. The bidder's failure to supply this evidence within the time required by the State will cause the State to consider the bid non-responsive and reject the bid.
- 49.0 ALTERATIONS:** The contractor must obtain the written approval from the contracting officer prior to making any alterations to the specifications contained in this ITB. The State will not pay for alterations that are not approved in advance and in writing by the contracting officer.
- 50.0 AMENDMENTS:** Contract terms shall not be waived, altered, modified, supplemented or amended without prior written approval of the Contracting officer.
- 51.0 ASSIGNMENT:** A bidder may not assign any portion of a contract unless authorized in advance and in writing by the Contracting officer.
- 52.0 AUTHORITY:** This solicitation is written in accordance with Alaska statutes AS 36.30 and 2 AAC 12.
- 53.0 BID PREPARATION COSTS:** The State is not responsible for any costs incurred by the bidder in preparation of his bid.
- 54.0 COMPLIANCE WITH ALL GOVERNMENT REGULATIONS:** The bidder must comply with all applicable federal, state, and borough regulations, codes, and laws, and pay all applicable federal, state, and borough taxes, and is liable for all required insurance, licenses, permits, and bonds. Failure to comply with such requirements shall constitute a breach of contract and shall be grounds for contract cancellation. Damages or costs resulting from noncompliance shall be the sole responsibility of the bidder.
- 55.0 CONFLICT OF INTEREST:** A person employed by the State of Alaska may not seek to acquire, be a party to, or possess a financial interest in, this contract if they are an employee of the administrative unit that supervises the award of this contract or they have the power to take or withhold official action to affect the contract.
- 56.0 DEFAULT:** In case of bidder default, the State may procure the goods or services from another source and hold the bidder responsible for any resulting excess costs and may seek other remedies under law or equity. Alaska Statutes and Regulations provide for suspension and disbarment of non-responsible bidders.
- 57.0 DELIVERY:** All deliveries shall be F.O.B. final destination point with all transportation and handling charges paid by bidder. Responsibility and liability for loss or damage shall remain with bidder until final inspection and acceptance when responsibility shall pass to the State except as to latent defects, fraud and bidder's warranty obligations.
- 58.0 DISCONTINUED ITEMS:** In the event an item is discontinued by the manufacturer during the life of the contract, another item may be substituted, provided that the contracting officer makes a written determination that it is equal or better than the discontinued item and provided that it is sold at the same price or less than the discontinued item.
- 59.0 DISPUTES:** Any disputes arising out of this solicitation shall be resolved under the laws of Alaska. An appeal or any original action to enforce any provision of this agreement must be in the superior court for the First Judicial District of Alaska.
- 60.0 FIRM, UNQUALIFIED AND UNCONDITIONAL OFFER:** Bidders must provide enough information with their bid to constitute a definite, firm, unqualified and unconditional offer. To be responsive a bid must constitute a definite, firm, unqualified and unconditional offer to meet all of the material terms of the ITB. Material terms are those, which could affect price, quantity, quality, or delivery. Also included, as material terms are those, which are clearly identified in the ITB and which, for reasons of policy, must be complied with at risk of bid rejection for non-responsiveness.
- 61.0 FORCE MAJEURE (Impossibility to perform):** Neither party to this contract shall be held responsible for delay or default caused by acts of God and/or war, which is beyond that party's reasonable control. The State may terminate this contract upon written notice after determining such delay or default will reasonably prevent successful performance of the contract.

## **62.0 HUMAN TRAFFICKING:**

- 62.1 By signature on this contract, the offeror certifies that:
  - 62.1.1 the offeror is not established and headquartered or incorporated and headquartered, in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report; or
- 62.2 The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: [www.state.gov/g/tip/](http://www.state.gov/g/tip/)
- 62.3 Failure to comply with this requirement will cause the state to reject the bid or proposal as non-responsive, or cancel the contract.
- 62.4 This pertains to goods and services above \$50,000.00.

**63.0 INDEMNIFICATION:** The Contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the Contractor under this agreement. The Contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of the Contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "Contracting agency", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the Contracting agency's selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor's work.

**64.0 INSPECTIONS:** Goods furnished under this contract are subject to inspection and test by the State at times and places determined by the State. If the State finds goods furnished to be incomplete or not in compliance with bid specifications, the State may reject the goods and require bidder to either correct them without charge or deliver them at a reduced price, which is equitable under the circumstances. If bidder is unable or refuses to correct such goods within a time deemed reasonable by the State, the State may cancel the order in whole or in part. Nothing in this paragraph shall adversely affect the State's rights as buyer, including all remedies and rights granted by Alaska statutes.

## **65.0 INSURANCE:**

- 65.1 Without limiting Contractor's indemnification, it is agreed that Contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the Contracting Officer prior to beginning work and must provide for a 30-day prior notice of cancellation, nonrenewal or material change of conditions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the Contractor's services. All insurance policies shall comply with, and be issued by insurers licensed to transact the business of insurance under AS 21.
- 65.2 Proof of insurance is required for the following:
  - 65.2.1 Workers' Compensation Insurance: The Contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the State.
  - 65.2.2 Commercial General Liability Insurance: covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.
  - 65.2.3 Commercial Automobile Liability Insurance: covering all vehicles used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.
- 65.3 Failure to supply satisfactory proof of insurance within the time required will cause the State to declare the bidder nonresponsive and to reject the bid.

- 66.0 ITEM UPGRADES:** The State reserves the right to accept upgrades to models on the basic contract when the upgrades improve the way the equipment operates or improve the accuracy of the equipment. Such upgraded items must be at the same price as the items in the basic contract.
- 67.0 NEW EQUIPMENT:** Equipment offered in response to this ITB must be new equipment. New equipment means equipment that is currently in production by the manufacturer and is still the latest model, edition or version generally offered. The equipment must be warranted as new by the manufacturer and may not have been used for any purpose, other than display (not demonstration), prior to its sale to the State. The State will not accept remanufactured, used or reconditioned equipment, including used or reconditioned components or parts of. It is the contractor's responsibility to ensure that each piece of equipment delivered to the State complies with this requirement. A contract's failure to comply with this requirement will cause the State to seek remedies under breach of contract.
- 68.0 PAYMENT:** Payment for agreements under \$500,000 for the undisputed purchase of goods or services provided to a State agency will be made within 30 days of the receipt of a proper billing or the delivery of the goods or services to the location(s) specified in the agreement, whichever is later. A late payment is subject to 1.5% interest per month on the unpaid balance. Interest will not be paid if there is a dispute or if there is an agreement, which establishes a lower interest rate or precludes the charging of interest.
- 69.0 PRICE EXTENSION:** In case of error in the extension of prices in the bid, the unit prices will govern.
- 70.0 PRICES:** The bidder shall state prices according to the requirements of this ITB. Prices quoted for commodities or services must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity or service can be utilized without further cost.
- 71.0 PROTESTS:** A bidder may protest the Intent to Award a contract pursuant to this Invitation to Bid in accordance with provisions in Alaska Statute AS 36.30.560. The protest must be filed in writing within ten (10) days of the notice of Intent to Award, and must include the following information: (1) the name, address, and telephone number of the protester; (2) the signature of the protester or the protester's representative; (3) identification of the contracting agency and the solicitation or contract at issue; (4) a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and (5) the form of relief requested. Protests must be filed with: Contracting officer, State Equipment Fleet Purchasing, 2200 East 42nd Ave, Room #311, Anchorage, AK 99508. Protests and any subsequent appeal will be processed per AS 36.30.
- 72.0 QUANTITIES:** The State reserves the right to reduce or increase the quantity of items ordered under any contract resulting from this Invitation to Bid.
- 73.0 REJECTION OF BIDS:** All bids or proposals may be rejected prior to award for the following reasons:
- 73.1 the supplies or services being procured are no longer required;
  - 73.2 ambiguous or otherwise inadequate specifications were part of the solicitation;
  - 73.3 the solicitation did not provide for consideration of all factors of significance to the State;
  - 73.4 prices exceed available money and it would not be appropriate to adjust quantities to accommodate available money;
  - 73.5 all otherwise acceptable bids or proposals received are at unacceptable prices;
  - 73.6 there is reason to believe that the bids or proposals may not have been independently arrived at in open competition, may have been collusive, or may have been submitted in bad faith; or
  - 73.7 the award is not in the best interests of the State.
- 74.0 SEVERABILITY:** If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected.
- 75.0 SHIPPING DAMAGE:** The State will not accept or pay for damaged goods. The contractor must file all claims against the carrier(s) for damages incurred to items in transit from the point of origin to the ultimate destination. The State will provide the contractor with written notice when damaged goods are received.

- 76.0 SIGNATURE ON BID: BIDS MUST BE SIGNED IN INK BY AN OFFICIAL OF THE BIDDING ORGANIZATION** authorized to bind the bidder to its provisions. Signature certifies, under penalty of perjury under the laws of the United States, that the price(s) submitted was/were independently arrived at without collusion, and that neither bidder nor bidder's firm, association or corporation of which bidder is a member, has either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this bid per 2AAC12.800.
- 77.0 STANDARD AND SPECIAL TERMS AND CONDITIONS:** The terms and conditions of this section are standard to State of Alaska, Department of Transportation and Public Facilities, Statewide Equipment Fleet contracts for the purchase of goods. There may also be other special terms and conditions in an Invitation to Bid or Request for Proposal which apply only to this contract. In the event of a conflict between the standard and special terms and conditions, the Special Terms and Conditions take precedence.
- 78.0 SUCCESSORS IN INTEREST:** This contract shall be binding upon successors and assigns.
- 79.0 SUITABLE MATERIALS:** All materials, supplies or equipment offered by a bidder shall be new, unused, of recent manufacture, and suitable for the manufacturer's intended purpose unless the specifications allow for used, rebuilt or remanufactured equipment.
- 80.0 SUPPORTING INFORMATION:**
- 80.1 The State strongly desires that bidders submit all required technical, specification, and other supporting information with their bid, so that a detailed analysis and determination can be made, by the contracting officer that the product offered meets the ITB specifications and that other requirements of the ITB have been met. However, provided a bid meets the requirements for a definite, firm, unqualified, and unconditional offer, the State reserves the right to request supplemental information from the bidder, after the bids have been opened, to ensure that the products offered completely meet the ITB requirements. The requirement for such supplemental information will be at the reasonable discretion of the State and may include the requirement that a bidder will provide a sample product(s) so that the State can make a first-hand examination and determination.
- 80.2 A bidder's failure to provide this supplemental information or the product sample(s), within the time set by the State, will cause the State to consider the offer non-responsive and reject the bid.
- 81.0 TAXES:** Prices quoted in bids must be exclusive of federal, state, and local taxes. If the bidder believes that certain taxes are payable by the State, the bidder may list such taxes separately, directly below the bid price for the affected item. The State is exempt from Federal Excise Tax because articles purchased are for the exclusive use of the State of Alaska.
- 82.0 WARRANTY:** Unless otherwise stated, all equipment shall be new and current model and shall carry full factory warranties. Bidder warrants all goods delivered to be free from defects in labor, material and manufacture and to be in compliance with bid specifications. All implied or expressed warranty provisions of the Uniform Commercial Code apply. All warranties shall be for and benefit the State
- 83.0 ADDITIONS OR DELETIONS:** The State reserves the right to add or delete items, agencies or locations as determined to be in the best interest of the State. Added items, agencies or locations will be related to those on contract and will not represent a significant increase or decrease in size or scope of the contract. Such additions or deletions will be documented via mutual agreement, will be at prices consistent with the original bid price margins, and will be evidenced by issuance of a written contract change notice from the Contracting officer.
- 84.0 CONTRACT ADMINISTRATION:** The administration of this contract, including any/all changes, is the responsibility of the Contracting Officer, HQ State Equipment Fleet.
- 85.0 PROPRIETARY INFORMATION AND STATEMENTS OF CONFIDENTIALITY:**
- 85.1 Except as set forth in this provision, all information in all bids will be made public under AS 36.30.530 not later than the time of issuance of a notice of intent to award.
- 85.2 If the offeror submits information considered by it to constitute a trade secret or proprietary data, such information may be expressly designated as such, and must be accompanied by the offeror's certification that (1) the information has consistently been maintained by its owner as a trade secret or as proprietary information, (2) the owner of the information has taken due care to protect it from release to non-privileged persons, and (3) to the best knowledge of the offeror, the information has not lost its status as trade secret or proprietary information, whether by lack of diligent protection, release to any non-privileged person or otherwise.



- 85.3 **Absence of such certification, any claim of confidentiality will be ignored, and the bidder may not hold any reasonable expectation of confidentiality.**
- 85.4 Any information so certified will be held confidential so long as the contracting officer concurs that it constitutes a trade secret or proprietary data, and deems it not critical to determination of the price, quantity, or delivery terms bid, or the responsiveness of the bid.
- 85.5 By submission of a bid, the offeror consents to the contracting officer's exercise of reasonable judgment as to concurrence with any assertion of confidentiality, and waives any and all claims for release of information that the contracting officer reasonably deems not confidential notwithstanding a certified assertion of confidentiality.
- 85.6 A certified assertion of confidentiality in which the contracting officer concurs, with respect to information the contracting officer deems critical to determination of the price, quantity, or delivery terms bid, or the responsiveness of the bid, will cause the bid to be rejected as a non-responsive bid.

## SECTION III – SPECIFICATIONS

### SPECIFICATION # 278 Truck Mounted Custom Designed and Manufactured Live Fish Transport System June 01, 2010

#### GENERAL SPECIFICATION:

The purpose of this specification is to describe a new and unused truck mounted custom designed and manufactured all stainless steel three (3) compartment with single rear discharge chute live haul fish transport tank system **uni-body** design. The truck cab and chassis will include a diesel engine, automatic transmission, two wheel drive and dual rear wheels.

The unit, including all necessary equipment, shall be furnished complete and ready to use. All items not specifically mentioned that are required for a complete unit shall be furnished. Any items appearing in the manufacturer's regular published specifications are assumed to be included in the bidder's proposal. Any adaptations, deletions, or variations from the manufacturer's regular published specifications must be outlined in an attached clarification letter.

The unit provided is required to meet all current federal and state regulations such as, but not limited to, EPA emissions, FMVSS, and CFR. **When loaded with the recovery tank filled to maximum capacity in the liquid recovery mode with water (based on 8.3 pounds per gallon), and ready for operation including; driver and full fuel load, the unit must not exceed the manufacturer's weight rating of the vehicle at any tire or axle position. Also refer to documentation required.**

Unit to include all standard equipment and accessories as advertised in manufacturer's specification sheet of model offered, unless otherwise specified herein.

#### Referenced Standards:

Certain ISO, SAE, and other consensus standards may be referenced in this specification. Unless otherwise specified, the latest version of each standard is to be understood. Such standards apply to this specification whether or not they are required by statutes or administrative law.

#### Component Selection:

The components selected shall be rated for the maximum loading they would be subjected to in severe service. The torque rating of a driven component shall exceed the input torque. The component parts and structure of the unit shall be sized and designed to safely withstand the maximum load imposed, without failure or induction of deterioration. All units shall be constructed from current production components.

#### Standard Components:

All components and accessories cataloged as standard, unless superseded by these specifications, shall be provided with the unit.

### Necessary Components:

Contractors shall provide any components, hardware, or part necessary for proper assembly, installation, and operation even though that item(s) is not specifically described in the bid specifications. This includes all fittings, couplers, brackets, adapters, etc. Bidders shall include the cost of such components, hardware, and parts in the bid price.

### APPLICATION:

To be used by the State of Alaska Department of Fish and Game personnel to transport and stock live fish into Alaska lakes and streams, under varying terrain and severe weather conditions and extreme temperatures down to -50 degrees and up to 100 degrees.

### DOCUMENTATION REQUIRED:

A basic manufacturer's product brochure describing the unit being bid is to be provided.

Cab and Chassis Manufactures Build Sheet showing all requested specifications.

Detailed conceptual drawings of proposed tank system.

Conceptual drawing of tank system installed on cab and chassis

References: contact information from a minimum of three (3) past customers that have purchased similar custom built tank product. The reference list is to include company name, contact name, and phone number. Refer to "MICELLANEOUS" section later in this specification.

**Weights are to be calculated and provided on the unit, being offered as specified herein, with driver (200 pounds), full fuel load, and having the liquid recovery mode filled to maximum capacity with water (based on 8.3 pounds per gallon). Bidder is required to supply the following information**

- |                                 |                      |        |
|---------------------------------|----------------------|--------|
| (1) Total weight of unit (GVW): | <input type="text"/> | Pounds |
| (2) Total weight on front axle: | <input type="text"/> | Pounds |
| (3) Total weight on rear axle:  | <input type="text"/> | Pounds |

Specifications marked with an asterisk (\*) require supporting documentation in the form of a product brochure, manufacturer's technical data sheet, or a letter of clarification which indicates specifically what the bidder intends to supply in regard to said items. **In order to help prevent technical errors, following each asterisked is space that may be used to address all of the asterisked items. It is required that a letter of clarification or the space behind the asterisked items be used to supply the required information.**

### TYPICAL VEHICLES:

*INTERNATIONAL* Durastar or *FREIGHTLINER* M-2 Series. Provided all of the following minimum specifications are met.

## 1.0 POWER TRAIN:

### 1.1 Engine:

- 1.1.1 (\*) Diesel: Water cooled, 6.4 liter, 260 SAE gross HP, 660 pound foot torque, minimum.
- 

- 1.1.2 Engine oil filtration to be spin-on type.

### 1.2 Air Intake System:

- 1.2.1 Air Cleaner: Dry element type, heavy duty.
- 1.2.2 Air intake piping to be under hood.
- 1.2.3 Air filter restriction indicator to be included.

### 1.3 Exhaust System:

- 1.3.1 Heavy-duty muffler (vertical or horizontal) with vertical exhaust.
- 1.3.2 To include curved tip at outlet.

### 1.4 Cooling System:

- 1.4.1 Engine temperature sensing fan to be non-metallic.
  - 1.4.1.1 Fan Drive: Viscous or equivalent type.
- 1.4.2 Drain cocks will be provided at low points of radiator and engine block.
- 1.4.3 Radiator will be properly guarded by including any OEM optional grill screen cloth available. In addition, a bug screen, removable type for cleaning, is to be provided behind the grill.
- 1.4.4 Anti-freeze: Permanent type, affording protection to minus 50 degrees Fahrenheit. Coolant shall be *CHEVRON DELO* or *SHELL ROTELLA*, extended life coolant (red).
- 1.4.5 Clamps utilized on all coolant and heater hoses, one inch inside diameter or larger, are to be "Constant Torque" design, stainless steel. Some engine manufacturers may not allow changing of all clamps due to warranty. Factory shrink bands are acceptable in lieu of.

### 1.5 Fuel System:

- 1.5.1 Fuel filter(s) to be spin-on type or cartridge type.
- 1.5.2 To include fuel heater and water separator.

### 1.6 Starting Aids:

- 1.6.1 Automatic ether system or glow plugs or grid heater.
  - 1.6.1.1 If automatic electronic ether injection system, *KBI Dieselmatic* or *TURNER Quick Start* or equivalent.
    - 1.6.1.1.1 To be wired through starter button.
    - 1.6.1.1.2 To include an engine safety sensor switch.

- 1.6.1.1.3 System to be installed in engine compartment and to have maximum protection from the elements.
- 1.6.2 Engine Block Heater: Immersion type, highest wattage available, 110 volt AC (OEM if available).
- 1.6.3 Engine Oil Pan Heater:
  - 1.6.3.1 Immersion type, *KIM HOTSTART* Model OL41515WT/ALS68-Y or *PHILLIPS* equivalent, 110 volt AC, 150 watt.
- 1.6.4 Battery Trickle Charger:
  - 1.6.4.1 *SCHAUR* Model HR12C or *SCHUMACHER* Model SE-1-12S, 110 volt AC, minimum 1½ (1.5) amp or *BATTERY TENDER PLUS* 1¼ (1.25) amp, wired into the truck battery charging system. A preferred mounting location for the charger would be under the passenger seat.
- 1.6.5 Power Cords:
  - 1.6.5.1 110 volt AC power cords for engine heaters and trickle charger to be plugged into a single, waterproof, 20 amp, 110 volt junction box with four (4) receptacles. The receptacle box is to include a heavy-duty, but flexible in cold weather, 110 volt AC power cord with waterproof 20 amp *WOODHEAD* NEMA 5 plug or equivalent match, for use with 110 volt AC power source located at the right front area for easy access by ground personnel. To include matching female connector, 20 amp (to be shipped loose).

## 2.0 DRIVE TRAIN:

- 2.1 4x2 configuration.
  - 2.2 (\*) Transmission: *ALLISON* 3000 RDS (5-speed minimum), automatic, minimum.
- 
- 2.2.1 To include PTO provision for future requirements.
  - 2.2.2 To include a heavy-duty transmission cooler (a system built into the radiator is acceptable).
  - 2.2.3 Filter and attachments shall meet transmission manufacturer's requirements.
- 2.3 Axle, Rear:
    - 2.3.1 Single axle with dual rear wheels design.
    - 2.3.2 (\*) Capacity, minimum 17,500 pounds.
-

2.3.3 (\*) Ratio: To be determined after bid opening, but prior to award. The required maximum cruise speed is 65 MPH. Please provide your recommendation.

2.3.4 (\*) Differential, Rear: To include ABS traction control with driver controlled switch and engaged indicator.

### 3.0 CHASSIS:

3.1 (\*) GVWR: Minimum 24,000 pounds; maximum 26,000.

3.2 (\*) CA (Cab to Axle): Provide proposed CA.

3.3 (\*) AF (Axle to end of frame): Provide proposed AF.

3.4 Frame:

3.4.1 Conventional frame rail configuration.

3.4.2 Shall not be welded. Only "L", reverse "L", or channel reinforcing is acceptable.

3.4.3 (\*) RBM: 1,776,000 inch pounds minimum.

3.4.4 To be completely painted to inhibit rust.

3.5 Front Axle:

3.5.1 (\*) Capacity, minimum 10,000 pounds.

3.5.2 Oil seals in hubs.

3.6 (\*) Front Suspension: Capacity, minimum 10,000 pounds total.

3.7 (\*) Rear Suspension: Spring or full air ride (*AIRLINER* or *HENDRICKSON* or *INTERNATIONAL*) with minimum 17,500 pound capacity.

3.8 Shock Absorbers: Heavy-duty double action, front and rear.

3.9 Steering: Full hydraulic power or power assist type.

### 3.10 Brakes:

- 3.10.1 ABS braking system.
- 3.10.2 Air compressor.
- 3.10.3 Full air with low pressure audible and visual warning device located in cab.
- 3.10.4 Front: S-Cam, Q-Plus or BENDIX ES, 15 x 5 inch minimum.
- 3.10.5 Rear: Cam type, Q-Plus or *BENDIX* ES, 16½ x 7 inch minimum.
- 3.10.6 Slack Adjusters: To be *MERITOR* or *HALDEX* or *GUNITE*, automatic, handed (if required to prevent interference), and be of pull pawl design assembly.
- 3.10.7 Capability for in-field service.
- 3.10.8 Splash/dust shields, heavy-duty, on all axles.
- 3.10.9 Emergency Brakes:
  - 3.10.9.1 *ANCHORLOCK* Life-Seal or *MGM* TRTS.
  - 3.10.9.2 To include dash mounted red “ON” indicator light.
- 3.10.10 Air System:
  - 3.10.10.1 Chassis hoses to be manufacturer’s standard.
  - 3.10.10.2 All added air hoses to be SAE 100R5 type “T” Arctic grade (-50 to +240 degrees Fahrenheit).
  - 3.10.10.3 Air dryer: Air system to include a *BENDIX* AD-IS or *MIDLAND* DA33100 or *MERITOR-WABCO* System Saver 1200.
  - 3.10.10.4 Air Reservoir Tanks:
    - 3.10.10.4.1 Primary and secondary tanks to be heavy-duty steel construction, minimum 1200 cubic inch capacity, installed in protected locations.
    - 3.10.10.4.2 Primary air tank, fitted with an air supply line with a capped or plugged ¼-turn ball valve mounted on the outside of the left-hand frame rail.
    - 3.10.10.4.3 All air tanks to be equipped with manual drain petcocks with rock protectors if required. Petcock(s) or drain actuators to be accessible from side of vehicle, easily accessible from side of unit by ground personnel (a lanyard type cord may be used).

### 3.11 Wheels and Tires:

- 3.11.1 All wheels and tires to be rated for the axles.
- 3.11.2 All wheels: Hub piloted type. To be same front and rear.
- 3.11.3 Front Tires: To be three (3) each, including mounted spare, *CONTINENTAL* HSC or *GOODYEAR* G288 MSA, 11R22.5, 16PR (LRH) minimum rating, steel belted tubeless radial.

- 3.11.4 Rear Tires: To be five (5) each, including mounted spare, *CONTINENTAL* HDL ECO PLUS or *CONTINENTAL* HDR1 or *GOODYEAR* G182 RSD, 11R22.5, 16PR (LRH) minimum rating, steel belted tubeless radial.
- 3.11.5 Spare tires with mounted wheels to be shipped loose.
- 3.11.6 Duals to be spaced for use with triple rail chains and shall provide a minimum two-(2) inch clearance between the inner sidewall of the dual tire and spring leaves clamps, hanger or any other obstruction which might interfere with normal operation of tire chains.
- 3.11.7 *ACCURIDE* Wheel-Guards are to be supplied between the front wheels and the hubs, between the rear wheels and the hubs, and between the rear dual wheels.
- 3.12 Fuel Tank: Minimum 70 gallon capacity.
- 3.13 Front Mud Flaps: Heavy-duty rubber, anti-sail, installed at the rear of front fenders.
- 3.14 Front Wheel Wells: To provide adequate protection to engine compartment, including radiator, engine components, etc., from rocks, mud, and water spray.
- 3.15 Tow Hooks: Two (2) each front and two (2) each rear, bolted or pinned to frame. Each tow hook of sufficient strength to tow fully loaded unit.

#### **4.0 ELECTRICAL:**

- 4.1 12 volt negative ground.
- 4.2 Alternator: 12 volt, 160 amp minimum.
- 4.3 Battery(s):
  - 4.3.1 Minimum 1950 CCA total, maintenance free, sealed type.
  - 4.3.2 Battery box is to easily accessible by ground personnel.
- 4.4 Master Switch:
  - 4.4.1 *COLE HERSEE* #284-02 or *POLLAK* #51-315 or *KISSLING* Model 35-213-151-R-900, to cut off power source from battery to the ground (ground side if possible, positive side if not) and remainder of electrical system.
  - 4.4.2 Preferred location would be inside cab, rear door sill area, driver's side.
- 4.5 Headlights: To be halogen.
- 4.6 Wiring:
  - 4.6.1 Accessory wiring to include rated breaker switches.
  - 4.6.2 Accessory wiring to be in dedicated looms entering cab, not mixed looms. (Example: Work light wiring to be in one (1) separate loom).
  - 4.6.3 All wiring to be color coded and located for maximum protection from road splash, stone abrasion, grease, oil, fuel, and heat from engine and components.
  - 4.6.4 Routing through structural members to be protected by grommets, and secured by clips at intervals to prevent rubbing due to movement.



- 4.6.5 All applicable junction boxes, light housings and trailer outlet connectors to be constructed of corrosion proof material.
- 4.6.6 All auxiliary wiring shall be made continuous (no splices) from the cab junction box to the bulkhead connector plate, from there to the body junction box, then from the body junction box to all rear of cab stop, turn, tail, back-up, and strobe lights, and accessories.
  - 4.6.6.1 The harness from the cab junction box shall consist of a seven (7) conductor, *PHILLIPS LECTRAFLEX* or *PHILLIPS ISOFLEX* seven (7)-wire, flexible to -40 degrees, trailer wire (as described below), color coded, with six (6) wires of 12 gauge, and one (1) wire of 10 gauge for ground.
- 4.7 Provision for mounting rear license plate shall be provided with appropriate light(s) to illuminate the license plate area.

## **5.0 CAB:**

- 5.1 Conventional configuration with sloping hood to provide minimum bumper to road surface non-viewing area for maximum forward visibility.
- 5.2 Tilt Hood:
  - 5.2.1 Capable of staying open when tilted 45 or more degrees.
  - 5.2.2 Hold tie downs to be flex rubber type only.
- 5.3 Dual sun visors.
- 5.4 The layout of all controls, gauges and instrumentation is to be ergonomically designed.
- 5.5 Seating: to be cloth or combination vinyl/knit upholstery, color coordinated with body.
  - 5.5.1 Driver's and passenger's seat to have full height back, premium air ride, 6-way with lumbar adjust, air adjust (up/down) and fore/aft adjust.
- 5.6 Cold climate insulation:
  - 5.6.1 To include maximum OEM standard cold climate insulation package with full headliner, doors, back panel, dog house, and fire wall.
  - 5.6.2 Floor covering, heavy rubber with insulated backing.
- 5.7 Arctic package fresh air type hot water heater(s) and defroster to be OEM's minimum 30,000 BTU package.
- 5.8 Air conditioning, OEM.
- 5.9 Windshield Wipers: Multiple speed with washers and OEM installed intermittent swipe feature.

5.10 Rear View Mirrors (Exterior):

5.10.1 Right and left mirrors to be *LANG MEKRA*, *MOTO MIRROR*, *RETRAC* or *VELVAC* with minimum size of 60 square inches. Mirror and brackets are to be stainless steel, mirrors to be heated and be motorized for the left/right adjustment, minimum. A heated convex mirror, minimum six (6) inches diameter, is to be located directly below the larger mirrors (*SIGNAL STAT* p/n 7078 or similar).

5.10.2 To include a separate dash or door mounted switch for mirror heat.

5.11 Look Down Mirror:

5.11.1 To include a convex look down mirror for the right side or include a lower door window.

5.12 Steering Wheel: To include tilt and telescopic feature.

5.13 Cab to include appropriate steps and hand grab handles for three-point entry at all doors.

5.13.1 Entry Steps:

5.13.1.1 Left and right side to include two entry steps per side, height and location to be proportioned for easy access to cab.

5.13.1.2 Steps are to be frame mounted and constructed of expanded galvanized or powder coated or expanded aluminum metal. Four inches in depth, minimum, with maximum length.

5.14 Rustproof treated prior to assembly of cab interior.

5.15 Air horn, chrome (if exterior mounted) with snow shield (if exterior mounted).

**6.0 INSTRUMENTATION, GAUGES AND ACCESSORIES:**

6.1 In addition to what has been described in the CAB section of this specification, the unit is to include a full complement of dash mounted instrumentation, gauges and accessories including, as a minimum:

6.1.1 Any and all gauges are to be U.S.A. measurements such as PSI, Fahrenheit, etc.

6.1.2 Electronic type engine hour meter with oil pressure or computer actuated sender.

6.1.3 Warning lights for low engine oil pressure and high engine coolant temperature.

6.1.4 Voltmeter.

6.1.5 Engine oil pressure gauge.

6.1.6 Engine coolant temperature gauge.

6.1.7 Air pressure gauge and low pressure audible alarm.

6.1.8 Fuel gauge.

6.1.9 Tachometer.

6.1.10 Speedometer and odometer.

- 6.1.11 Dash mounted speed control, electronic cruise control type (to allow for engine warm-up to minimum 1400 RPM and PTO requirements).
- 6.1.12 OEM AM/FM radio with CD player.
- 6.1.13 All other standard instruments and equipment normally provided.
- 6.1.14 All switches, gauges and controls to be properly identified. *DYMO* type tape labels are not acceptable. Stick-on type labels are not acceptable unless they are listed in the parts book with part numbers. Labels are to be riveted or similar to maintain position.
- 6.2 All dials, gauges, switches, controls, and ID's to be properly lighted for day or night operation (a flexible cable night light is not acceptable).
- 6.3 Warning lights, such as "OIL CHANGE DUE" or similar, are to be deactivated.

## 7.0 LIVE HAUL FISH TRANSPORT TANK SYSTEM:

- 7.1 To provide an insulated three (3) compartment live haul fish transport system with front platform and stair access from both sides.
- 7.2 The tank system shall be **uni-body** designed and installed on the vehicles chassis taking into account the design and engineering of the tank system for center of gravity, loaded weight, GVWR of chassis, vehicle stability when traversing uneven terrain, and any rules and regulations in accordance with all Federal Highway Safety Regulations and to ensure the highest level of safety for drivers ability to safely operate and maintain control of the vehicle for operator when operated in accordance to traffic laws.
- 7.3 The entire interior and exterior of the live fish transport tank system shall be manufactured and constructed with ASTM A 240 type 304 Stainless Steel unless otherwise noted herein.
- 7.4 Exterior components, stainless steel front platform and stairs. Walkways, hand rails etc. may be manufactured of aluminum or stainless steel grate walkway material and square aluminum or stainless steel tubing for handrails.
- 7.5 (\*) The system should include a minimum eight (8) inch with a maximum twelve (12) sub frame or as dictated by engineering for mounting directly to the truck chassis and to provide adequate clearances for underbody water lines.

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7.5.1 Springs, front if required to prevent body flex.

- 7.6 (\*) The overall tank system dimensions shall be approximately 84 inches wide x 48 inches x 135 inches long or as dictated by design engineering and vehicle GVW load capacities.
-

- 7.7 The completed exterior system and all compartments, interior walls, floors, and roof shall have adequate bracing and gussets added between the exterior and interior walls, floors, and roof to strengthen and prevent flexing of individual compartments as well as the entire tank system. There shall be no area where a fish can become stuck or lodged between the walls and floors.
- 7.8 (\*) Completed tank system shall consist of three (3) equal sized, insulated compartments to facilitate a water capacity of approximately three hundred and eighty (380) gallons, plus an additional 40 gallons of free space per compartment.
- 
- 7.8.1 (\*) Each compartment's interior dimensions shall be approximately 65 inches wide x 42 inches long x 32 inches deep or other dimensions deemed acceptable by the department.
- 
- 7.8.2 Each tank compartment shall be constructed to extend horizontally across the width of the truck chassis' platform.
- 7.9 Compartment interior walls shall each be constructed with a minimum of 12 gauge ASTM A 240 type 304 Stainless Steel.
- 7.10 The outer skin of each compartment shall be constructed using a minimum of 18 gauge ASTM A 240 type 304 Stainless Steel
- 7.11 (\*) Each of the three (3) compartments shall be fully insulated (walls and floors) with two (2) inch thick polystyrene foam board insulation compressed between the interior walls and outer skin. All compartments interior components shall be placed as to where fish cannot lodge themselves between walls, floors, or installed components.
- 
- 7.12 Each compartment shall be equipped with a top mounted, heavy-duty hinged tank access door using ASTM A 240 type 304 stainless steel.
- 7.12.1 Door dimensions are to be a minimum of 24 inches x 24 inches.
- 7.12.2 The tank opening and the door is to be centered between the driver's side (street side) edge of the tank and the centerline of the tank top.
- 7.12.3 The door shall be attached with a minimum of two (2) heavy-duty stainless steel hinges and stainless steel mounting hardware.
- 7.12.4 Doors are to be mounted to open up and towards the passenger side (curb side) of the tank.
- 7.12.5 Stops shall be installed to prevent the door from being in contact with the tank top when opened.
- 7.13 Each compartment door must include a high quality air/water tight rubber seal that is permanently attached to the underside of the door.
- 7.14 Each compartment door shall have a safety device or mechanism installed to secure the door in the open position to prevent accidental closing and latching.

- 7.15 Each compartment shall have two (2) each roof mounted covered but breathable vents installed in diagonally opposite corners in the roof of each compartment.
- 7.15.1 Vents will be a minimum of one (1) inch in diameter to a maximum of two (2) inches in diameter, low profile, and include a floating ball type check valve to prevent loss of water during transport.
- 7.16 The floor of each compartment shall be constructed of a minimum 12 gauge ASTM 240 type 304 stainless steel. The floor must be sloped toward a below floor grade approximately ten (10) inch discharge line.
- 7.17 A 12 inch discharge valve connected to the ten (10) inch discharge line shall be provided at the bottom of each of the three (3) compartments.
- 7.17.1 Discharge valves shall be a flapper type, internal plunger, with stainless steel shafts and rubber seals.
- 7.17.2 Each compartment discharge valve shall have its own release handle and lock assembly (operating the internal plunger release valves inside the compartments) located on the outside of the tank on the driver's side.
- 7.18 Each compartment shall empty by way a sloped 10 inch floor discharge pipe and valve assembly that will be reduced down and flow into a shared six (6) inch diameter single discharge pipe that is connected to and runs under all three (3) tanks.
- 7.19 Back-flow prevention assemblies shall be installed in each compartment's discharge line at the point where they transition into the six (6) inch rear discharge pipe (or where engineering may dictate).
- 7.20 The discharge end of the six (6) inch discharge pipe shall exit at the rear center of the system and must not extend more than six (6) inches beyond the exterior wall of the tank system and terminate with a male *CAMLOCK* fitting.
- 7.21 The discharge pipe end must include a tethered removable *CAMLOCK* style end cap that can seal the end of the pipe while in transit.
- 7.22 The transport tank system shall have a front platform area that is approximately 26 inches in width and be manufactured to be structurally part of the tank system. Stainless Steel is to be used for the platform and stairs. Aluminum may be used for the handrails.
- 7.22.1 It is to be situated between the front wall of the tank system and the back of the truck cab.
- 7.22.2 The platform including stair steps shall span the full width of the tank system.
- 7.22.2.1 The platform must have a two (2) or three (3) stair step access from each side of the tank system.
- 7.22.2.2 The bottom step shall be not higher than 18 inches above level ground.
- 7.22.2.3 Stair access and work area shall have a type of handles or hand rail system for safety.

- 7.22.2.4 Each step tread shall be five (5) inches in depth x 18 inches in width, minimum.
- 7.22.3 Platform walkway area (approximately 26 inches in width) and steps to be constructed of stainless steel or aluminum. Removable aluminum grates to be installed over the top of the platform and steps with a one quarter inch (1/4") space between to contain ice, and debris.
- 7.23 Front platform area must have accommodations for the secure vertical installation and transportation of three (3) each K style oxygen bottles to be stored on the passenger's side of the tanks.
  - 7.23.1 When equipped with regulators the complete tanks and gauges cannot protrude past the finished side of the tank and must have a protection against damage from side swipe.
  - 7.23.2 All oxygen lines, connections, and manifolds must be located to accommodate this configuration.
  - 7.23.3 The State shall supply its own oxygen bottles and low pressure regulators.
- 7.24 One (1) each approximately 24 inch in width aluminum walkway constructed of walkway type grate material that spans the entire length of the tank on the driver's side of the tank system.
  - 7.24.1 When the walkway is in the down for use position, the mounted height must allow access to the front platform.
  - 7.24.2 Walkway shall have a full length one inch (1") toe kick rail attached to the top outside edge of the walkway.
  - 7.24.3 Walkway shall be designed and constructed in a way to be folded up and secured flat against the tank system when in transit.
  - 7.24.4 Walkway is to be completely structurally supported from the underside without the use of any type of chains or cables.
- 7.25 Each compartment shall have a drivers side mounted sight gauge for easy viewing of tank volume. Measurement to be in mm (milimeters), calibrated.
  - 7.25.1 The sight glass is to be of a standard design consisting of brass valves top and bottom, approximately 18 inches to 20 inches in length using 5/8 (0.625) inch O.D. clear vinyl tubing. At the bottom of the sight tube there must be a small petcock style valve for draining the sight tube.
  - 7.25.2 A two (2) inch I.D. inch ball style drain valve with male Camloc fitting shall be installed separately, directly below the bottom of the sight glass tube for draining excess water from the tanks or filling accessory water containers used in stocking. The outlet shall be screened such that water can be discharged with fish still present in the tank.

- 7.26 Each compartment shall have an oxygen diffuser system consisting of two (2) each Point Four ceramic oxygen diffusers securely mounted to the floor of each compartment with stainless steel mounting hardware, all necessary hoses and connections, plumbed to the front of the tank system and connected to a manifold with one (1) *VICTOR* MOF7-4A style or equivalent oxygen flow meters and valves for each compartment (must be installed to be viewable from the trucks interior rearview or exterior side view mirror).
- 7.26.1 The manifold must have plumbing lines to connect to a 282 cubic feet style oxygen bottle when it is in its vertical stowed and secured position.
- 7.26.2 All oxygen lines must be at a minimum metal tubing pipe with oxygen rated hoses at all connections and transitions through any decking and compartments. Our preference would be the oxygen lines to run from the manifold and across the top of the tank system to each diffuser.
- 7.27 The tank system shall include a 12-Volt powered aeration system consisting of two (2) each *FRESH FLO* Model TT Aerator (or equivalent) per compartment with screened, 1/8" mesh, tubes that extend to the bottom of each compartment.
- 7.27.1 Aerators must be wired with pigtail style connections that can be plugged into a waterproof outlet box that shall be installed on the top of each compartment.
- 7.27.2 Aerators shall be installed in a fashion for easy maintenance and or replacement.
- 7.27.3 Aerators shall be placed to maximize efficiency in aeration and spaced appropriately within each compartment.
- 7.27.4 Remaining aerator wiring shall run from each waterproof outlet box into metal pipe or other approved protective wiring enclosure and feed into a weatherproof control panel box located and installed in the vicinity of the front platform and O2 tank connected to a six (6) switch control panel.
- 7.27.5 The control panel must include a variable rheostat style finger tip control knob for each compartment where as the operator can control the amount of pressure through each individual aerator.
- 7.28 The tank system shall include a *POINT FOUR* PT4 Oxygen Monitoring System (or equivalent).
- 7.28.1 System shall also include an audible and visual low pressure warning feature that can be monitored from inside the cab, and a secondary audible alarm that is connected to the oxygen tank and is activated by low oxygen pressure.
- 7.28.2 Oxygen and temperature control monitoring system must also include one (1) each oxygen and temperature probes installed in each compartment plus all conduits or other approved protective wiring enclosure, connections, and wiring necessary to install the system.

- 7.28.3 Wiring shall enter the truck through the firewall area and connect to the system monitoring control panel to complete a functioning oxygen level, and temperature monitoring system that is accessible to the driver while operating the vehicle.
- 7.29 Tank System shall include two (2) each internal rear access hose storage compartments that are in integral part of the body construction that are capable of storing at a minimum a six (6) inch I.D. flexible hose. Hose storage compartment shall have a hinged door that can be secured in the closed position.
- 7.30 One (1) each lockable aluminum storage/tool compartment with a stainless steel swing down style door with cable stops shall be constructed or installed so they are within the tank system and be flush with each side of the tank system. To be located between the rear wheels and the steps of the front platform on each side of the vehicle for a total of two (2) compartments. Specific size to be determined by tank engineering, but should be maximized for the given space.

## **8.0 MISCELLANEOUS**

- 8.1 Bidder is to provide a minimum list of three (3) previous customers that have purchased a similar custom built tank.
  - 8.1.1 This information will be required from the low responsive bidder within five (5) days after bid opening.
  - 8.1.2 The information is to include company's name, address, name and telephone number of contact person.
- 8.2 Weight Scale Ticket (shipping weight) (separate weights for front and rear axle without operators): To be provided with MSO and invoice. Indicate approximately how much fuel was in tank at the time.
- 8.3 Warranty as specified in Section III – Special Terms and Conditions.
- 8.4 Stainless Steel to be unpainted.
- 8.5 All interior and exterior welds shall be clean and free of welding slag and splatter.
- 8.6 All interior and exterior sharp edges shall be ground as to not pose a personal safety hazard.
- 8.7 All water or oxygen lines when run under the body shall be run to where they would be accessible for repair access.
- 8.8 All wiring must be run through PVC conduit or other approved protective wiring enclosure and be run below the tank system or concealed within the body.
- 8.9 All required safety lighting for the tank system such as; backup, tail, brake, turn signal, side marker, and clearance lights shall be of the LED recessed design and be installed in accordance with all required FMVSS.
  - 8.9.1 Rear lighting to be flush and shock mounted *TRUCK-LITE* Model Super 44 LED or equivalent.
  - 8.9.2 Cab and chassis lighting shall be OEM.

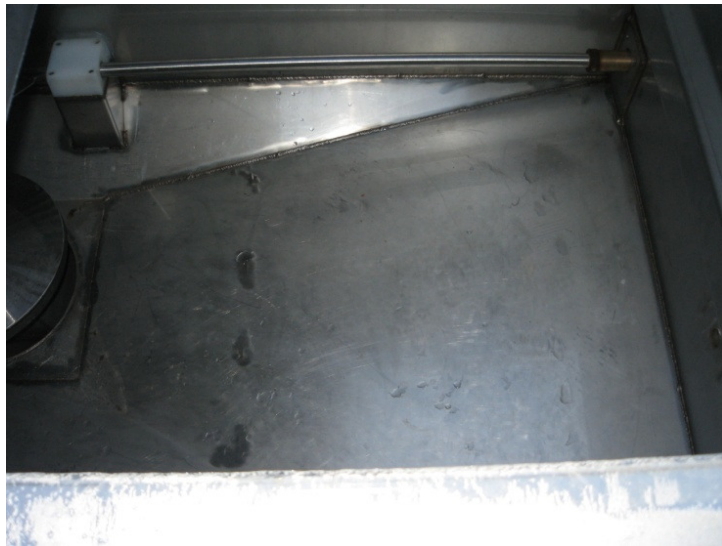


- 8.10 Backup Alarm: Electronic, self-adjusting sound level, *ACORN PRODUCTS* Model 1D-112AA, *PRECO* Model Preco-Matic 1040, *STAR* Model Starmatic 63-000, or *WARN* Model Reactor 2100504, located on rear of unit as recommended by the manufacturer.
- 8.11 Tank system shall be tested for structural integrity and leaks and certified before delivery to FOB destination.
- 8.12 Publications: As per Section I – Special Terms and Conditions, paragraph 8.0.
- 8.13 Inspection: For compliance of specifications on the unit will be conducted at F.O.B. Point.
- 8.14 Paint:
  - 8.14.1 Truck cab to be dark green (factory paint).
  - 8.14.2 Bumper and wheels to be black.
- 8.15 The remaining pages include pictures of a larger similar system that was constructed by Magic Valley Heli-Arc in Twin Falls Idaho. This truck is currently in use by the State of Alaska.

Pictures are for illustrative and sample design purposes only.













END OF SPECIFICATION

## **BID SCHEDULE INSTRUCTIONS:**

All bids must include both unit pricing and extensions and be otherwise complete in the format requested.

DELIVERY: Indicate, in the space(s) provided, the time required to make delivery after the receipt of an order (ARO). Failure to make an entry in the space(s) provided will be construed as an offer to deliver within "Required Delivery" NUMBER of calendar days ARO. Bids which specify deliveries in excess of "Required Delivery" NUMBER of calendar days ARO will be considered non-responsive and the bid(s) will be rejected.

The materials, equipment or services bid will conform to and meet the requirements of the Contract Bid Documents and are hereby incorporated into this document:

Complete the attached bid price sheets and return with other bid documents as required in Section I – Standard Terms and Conditions, paragraph 39.

## BID PRICE SCHEDULE

Lot #1

Item #	Unit	Description	Total \$ Amount
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1a	1ea	Cab and Chassis with Truck Mounted Live Fish Transport Per Specification: <b>#278</b> Contained Herein Warranty as per Section I – Special Terms and Conditions Item 6.0.	
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Cab and Chassis  
Year, Make & Model Offered:

\_\_\_\_\_

Fish Tank  
Make & Model Offered:

\_\_\_\_\_

FOB POINT:  
State of Alaska  
SEF Maintenance Shop  
5420 Dr. Martin Luther King Jr. Drive  
Anchorage Alaska 99507

Total bid price includes shipping to Anchorage Alaska.  
See Section I - Special Terms and Conditions,  
Item 4.0, FOB point, for shipping information.

Requested Delivery Time: **250 days ARO.** (After Receipt of Order)

Offered Delivered Time: \_\_\_\_\_ Days ARO.

Weight Scale ticket, is to be provided, as per Section I Item 10.0

Publications:

One (1) set, as per Section I Item 8.0 are to be provided.  
To be delivered to person(s) as listed on the Purchase Order.

**Total .....** \$ \_\_\_\_\_